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8 Attorney for Plaintiff:
9 **AMERIDERM, INC.**

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 AMERIDERM, INC., a California
13 Corporation,

14 Plaintiff,

15 v.

16 BIO JOUVANCE, INC., a
17 California Corporation, MEI
18 BEAUTY PRODUCTS, INC., a
19 California Corporation, THOMAS
CHANG, an individual, MEI YIN
CHANG, an individual, and DOES
1 through 10, inclusive,
Defendants.

Case No.: CV 11 -01754 GHK FMOx

**FINAL ORDER ON CONSENT FOR
PERMANENT INJUNCTION AND
MONETARY RELIEF**

NOTE: CHANGES MADE BY THE COURT

20 Plaintiff Ameriderm, Inc. (hereafter "Ameriderm") and Defendants Mei
21 Beauty Products, Inc., Thomas Chang, and Mei Yin Chang, (collectively
22 "Defendants") hereby stipulate and consent to the following:

23 WHEREAS, Ameriderm has filed a Complaint against Defendants in the
24 Central District of the United States District Court, which has been assigned Case
25 No. 11-01754 GHK (FMOx) (hereafter "Civil Action 11-01754"), alleging causes
26 of action for Trade Dress Infringement and Unfair Competition Under California
27 Business & Professionals Code § 17200;

1 WHEREAS, Defendants were served with the Complaint; and

2 WHEREAS, Ameriderm and Defendants are desirous of resolving all of the
3 issues and claims raised in Civil Action 11-01754 on the terms and conditions set
4 forth in this Agreement:

5 NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND
6 DECREED as follows:

7 1. This Court has jurisdiction over the subject matter of the Civil Action
8 and personal jurisdiction over each of the Defendants.

9 2. Within three (3) business days of the mutual execution of this
10 Agreement, Defendants shall deliver to the office of counsel for Ameriderm, a
11 cashier's check for \$8,000.00 payable to Ameriderm, Inc. as payment for
12 settlement of this case.

13 3. Defendants agree and acknowledge Ameriderm's sole right to the
14 design for products alleged in the complaint and provided for in United States
15 Trademark Application No. 85187706 (the "Ameriderm Design"). Defendants
16 agree that they shall not, in any future action (civil, U.S.P.T.O., Trademark Trial
17 and Appeal Board, or otherwise) challenge such design on the basis of genericness,
18 prior use, nondistinctiveness, functionality, or other such defenses to infringement.

19 4. Defendants agree and acknowledge that they shall not in the future
20 sell any microdermabrasion device that is confusingly similar in design to the
21 Ameriderm Design. Without limiting Ameriderm's rights, the party's
22 acknowledge and agree that a microdermabrasion device that is sold with any of
23 the following three (3) design descriptions infringes upon the Ameriderm design:
24 (a) a microdermabrasion device wherein on the approximate center front of the
25 device, the device features a round gauge and below and to each side of the gauge
26 are circular buttons/controls/indicators/knobs; below and to the outer side of each
27 button are two buttons/controls/indicators/knobs; the gauge and two sets of
28 buttons/controls/indicators/knobs are configured in a triangular shape; Or (b) a

1 microdermabrasion device wherein on the approximate center front of the device
2 features a round gauge and below the gauge are two ports. Or (c) The right side of
3 the device features two clear cylindrical tanks and the right side of the front plate
4 of the device is cut-away in a arch shape that exposes the tanks.

5 5. Within ten (10) business days of the execution of this agreement,
6 Defendants shall deliver to Ameriderm all microdermabrasion devices in the
7 possession, custody, or control that are confusingly similar in design to the
8 Ameriderm Design. Within ten (10) business days of the execution of this
9 agreement, Defendants shall deliver to Ameriderm (or its counsel) all molds or
10 tools used to build devices that infringe upon the Ameriderm Design.

11 6. Should Defendants violate any provision of this Order, including the
12 requirement for monetary payment, Ameriderm may be entitled, in addition to all
13 relief under 18 U.S.C. § 401, et seq., a contempt of a Court Order, including costs
14 and reasonable attorneys' fees.

15 7. To the extent Defendants, or any one of them, sell any device that
16 infringes upon the Ameriderm Design, that Defendant shall be required to pay
17 liquidated damages of \$5,000 per infringing device sold.

18 8. The remedies set forth above are in addition to any other contempt
19 remedies to be determined by the Court, which may include additional fines and
20 seizure of property.

21 9. This Order is in full settlement of all claims asserted in the Civil
22 Action, all relief and remedies requested in the Civil Act, and all defenses and
23 counterclaims that were or could have been asserted by the Defendants in the Civil
24 Action and all relief and remedies requested or that could have been requested by
25 Defendants, and shall constitute a final adjudication on the merits as to any such
26 claims, counterclaims and defenses.

27 10. The parties to this Order waive all right to appeal from entry of this
28 Order.

1 11. The Defendants each acknowledge that they have obtained advice of
2 counsel with respect to this Order. The Defendants each further acknowledge that
3 their decision to enter into this Agreement was not influenced by any promises,
4 representations, or statements made by Plaintiff or anyone acting on its behalf
5 other than those set forth in this Order.

6 12. This Court shall retain jurisdiction over this matter and the parties to it
7 to enforce the terms of the Order and for purposes of making any other orders
8 necessary to implement the terms of this Order and to punish or award damages for
9 violation thereof.

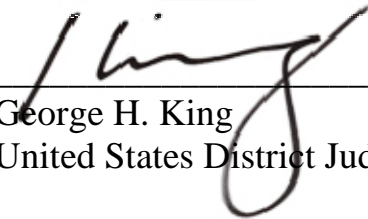
10 13. Defendant Bio Jouvance shall not be bound by the terms of this Order.

11 14. By their signatures and acknowledgments below, the parties
12 understand and agree to be bound by the terms of this Order.

13 15. This Order is a final Order.

14
15 Dated: _4/15/11_____, Los Angeles, California

16
17 SO ORDERED:

18 
19 _____
George H. King
United States District Judge

20
21 [PARTIES SIGNATURE PAGE FOLLOWS]
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1 STIPULATED AND AGREED:

2 Dated: AMERIDERM, INC., a California Corporation
3 _____

4 By: _____
5 Frank Chang, President

6 Dated: MEI BEAUTY PRODUCTS, INC., a California
7 Corporation
8 _____

9 By: _____
10 Its: _____

11 Dated: MEI YIN CHANG, an individual
12 _____

13 By: _____
14 Mei Ying Chang

15 Dated: THOMAS CHANG, an individual
16 _____

17 By: _____
18 Thomas Chang
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